

**NOTICE  
CITY OF JEFFERSON, TEXAS  
REGULAR CITY COUNCIL MEETING  
TRANSPORTATION CENTER  
305 E. AUSTIN STREET  
TUESDAY, OCTOBER 20, 2020 @ 5:30 P.M.**

Notice is hereby given that a meeting of the Jefferson City Council will be held on October 20, 2020 at 5:30 PM at the Transportation Center at 305 E. Austin Street, Jefferson, Texas, at which time the subjects to be considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on the meeting notice. Unless removed from the consent agenda, items identified with the consent agenda will be acted on at one time.

**AGENDA**

**1. CALL TO ORDER – MAYOR PRO TEM**

**2. INVOCATION**

**3. PLEDGE OF ALLEGIANCE**

**4. WELCOME GUESTS AND VISITORS**

Public Comments – Limited to citizens and business owners of the City of Jefferson, must sign up in advance on the list and must limit to 3 minutes conversation. Jefferson City Council may ask questions but shall not discuss items that are not on the agenda. On a subject that is not on the agenda a person may add an item to a future City Council Agenda by contacting City Hall a minimum of 5 days prior to a regular City Council Meeting.

**5. CONSENT AGENDA**

(City Council reserves the right to remove items from the Consent Agenda and Consider and/or approve individually)

- a. Consider and/or approve minutes of October 7, 2020 Special Meeting
- b. Consider and/or approve building permit application for Lamar and Sherry Mask at 506 Moseley Street.
- c. Consider and/or approve Resolution for the Adoption of the City of Jefferson Texas Cafeteria Plan
- d. Consider and/or approve Grant Contract with The City of Jefferson, Texas and The Marion County Community Center, Inc.

**6. ACTION ITEMS**

- a. Consider and/or approve Resolution 2020-11-1- Marion County Appraisal Board Candidate(s)
- b. Consider and/or approve adding Lodging Tax Administration to the Agreement with

## **7. EXECUTIVE SESSION**

The Jefferson City Council reserves the rights to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code

- 1. Section 551.071 – Consultation with an Attorney**
2. Section 551.072 – Deliberations concerning Real Property
3. Section 551.073- Deliberations concerning Gifts/Donations
4. Section 551.074 – Personnel Matters
5. Section 551.076 - Deliberations concerning Municipal Security
6. Section 551.086 – Economic Development

- a. Consultation with Attorney concerning pending Litigation

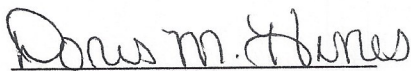
## **8. RECONVENE TO REGULAR SESSION**

- a. Possible action taken from consultation with Attorney concerning pending Litigation

## **9. ADJOURNMENT**

Certificate of Posting

I, Doris M. Hines, City Secretary for the City of Jefferson, Texas do hereby certify that this Notice Of Meeting was posted at City Hall, 102 North Polk Street, a place readily accessible to the general public at all times, on the 16<sup>th</sup> day of October, 2020 at 10:00 A.M. and remained to posted for at least 72 continuous hours preceding the scheduled time of said meeting.



Doris M. Hines, City Secretary

October 7, 2020

5:30 P.M.

The Special City Council meeting was called to order by Mayor Pro Tem Victor Perot.

Present: Mayor Pro Tem Victor Perot  
Ald. Kay McKinnon  
Ald. Jim Finstrom  
Ald. David Westbrook  
City Sec. Doris Hines

Absent: Ald. Tyrani Braddock  
Ald. Shawn Humphrey  
City Atty. Mike Martin

Invocation by Ald. Finstrom.

Mayor Pro Tem Perot presented a Proclamation Declaring October as Domestic Violence Awareness Month to Megan Johnson with the Women's Center of East Texas.

Chief Perez gave an update on the Jefferson Police Department.

- \* Homicide that was discovered on Sunday 10-4-2020, 700 Block of W. Watson
- \* Changes within the Police Department-Promoted Cynthia Simmons to the position of department Sergeant and Dustin Hayes to the position of Investigator
- \* Private collections from 03-01-2020 to 09-30-2020 - \$46,931.20 collected in fines

Ald. Finstrom made motion and Ald. McKinnon seconded to approve the consent agenda; consider and/or approve Council Meeting Minutes from September 15, 2020, consider and/or approve monthly Financial Report, consider and/or approve 4<sup>th</sup> Quarter Budget Report, consider and/or approve 4<sup>th</sup> Quarter Revenue Report and consider and/or approve building permit application from Brent & Lindsay Smith at 313 W. Lafayette; corner of Marshall & Lafayette. Motion passed 4-0

The City Council retired into EXECUTIVE Session at 5:41 PM by Texas Government Code – Section 551.074-Personnel Matters.

The City Council reconvened to regular session at 6:04 PM

Ald. McKinnon made motion and Ald. Finstrom seconded to hire Stephen Comb effective October 26, 2020, full time officer, pay of \$36, 500 a year and under a two (2) year contract. Motion passed 4-0

Ald. McKinnon made motion and Ald. Finstrom seconded to hire Mary Ayala effective October 26, 2020 as a Cadet Officer under a three (3) year contract with pay of \$27,000 a year. Motion passed 4-0

Ald. McKinnon made motion and Ald. Finstrom seconded to hire Kristian Tempel effective October 26, 2020 as a Cadet Officer under a three (3) year contract with pay of \$27,000 a year. Motion passed 4-0

Ald. McKinnon made motion and Ald. Finstrom seconded to adjourn the meeting. Motion passed 4-0

The meeting was adjourned at 6:08 P.M. until the next regular or called meeting.

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Mayor Pro Tem

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Attest

**CITY OF JEFFERSON, TEXAS**  
**APPLICATION FOR BUILDING PERMIT**

Owner Lamar and Sherry Mack Date \_\_\_\_\_  
Address 506 Masley Street Phone \_\_\_\_\_  
Jefferson, Tx 75657 Cell 678-613-0231

Contractor \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_ Cell \_\_\_\_\_

Please answer all of the following, if applicable

Type of building wood frame structure - residential  
Square footage 3645  
Building location 506 Masley Street  
Legal Description Lot 2, Volume 957, page 155  
Est. completion date \_\_\_\_\_  
Size of water tap \_\_\_\_\_ Tap fee paid \_\_\_\_\_  
Size of sewer tap \_\_\_\_\_ Tap fee paid \_\_\_\_\_

X

Suggested new wording for Building Permit Ordinance Section 17-86

Buildings built on site or moved into an established or designated Residential area must have a minimum of 25 ft. setback requirement from any street property line or be located on the established building line of other housing on the street. This established building line exception only applies to building frontage - no side building line exception will be allowed. The minimum side setback requirement is 5 ft. from an adjoining property line or alleyway. The minimum back setback requirement is 10 ft. from an adjoining property line or alleyway. A building site plot plan must be submitted as part of a Building Permit application- both Residential and Commercial. No building construction will be allowed until approval of the Building Permit.

(ord. 1/15/2013)

Total estimated cost

Permit fee

Permit fee paid

Rate is .005 multiplied by total cost, minimum fee is \$50.00

Texas Department of Licensing and Regulation Project Number

Applicable of all non-residential projects in excess of \$50,000.00

Will a structure be demolished  NO

Permit fee paid

(Rate is \$100.00 for any structure larger than 500 square feet)

Will a structure be moved  NO

Permit fee paid

(Rate is \$100.00 for structure removal to another property, no fee if relocated on same property; City to be reimbursed for any expenses)

Describe the following, if applicable

Type of air conditioning system

electric w/gas furnace

Type of framing material

wood

Type of roof covering

metal

Type of outer walls

Hardi Plank

Type of inner walls

drywall

Type of insulation

to be determined

Type of foundation

concrete

Type of windows & doors

insulated, double pane, low E

Size of electrical service

per code 200 amp

Number of restrooms

3

Number of stories

1

Number of rooms

5

Please attach detailed plans showing the following (check all that apply)

Diagram of proposed construction

Front elevation

Floor Plan \_\_\_\_\_

Location of street/alley \_\_\_\_\_

Plumbing service lines \_\_\_\_\_

Plumbing drains \_\_\_\_\_

**Sprinkler and irrigation system information**

Describe the proposed location of water meter \_\_\_\_\_

Identify the size of the water main servicing the system \_\_\_\_\_

Identify the size of the pipe servicing the system \_\_\_\_\_

Contractor installing system name, address, and phone number \_\_\_\_\_

There is also a separate water tap fee and water account for sprinkler systems.

Tap fee paid \_\_\_\_\_

Water account \_\_\_\_\_

**Reviewed and approved by city personnel** \_\_\_\_\_

*No installation of any sprinkler or irrigation system will begin until reviewed and approved.*

It shall be the obligation of all persons seeking building application approval to familiarize themselves with all of the City of Jefferson's building and development codes. Specifically, applicants should be aware of the following:

1. All dumpsters and similar receptacles for hauling trash and related construction debris shall not be placed on public property without the applicant first having received written consent from the City Administrator or City Building Official.
2. All construction must begin within 90 days of building permit application approval, and be completed within 270 days of approval. Only the City Council may grant any extension or amendment to this requirement.
3. New businesses utilizing commercial sized kitchens are required to install grease traps in accordance with City Code.

I, the undersigned, to the best of my knowledge do hereby declare the items on this application to be correct. I authorize the City of Jefferson to inspect the construction outlined herein throughout its various stages of completion, which may include plumbing rough-in, inspection prior to concrete pour, framing completion, inspection prior to interior wall closing, and final inspection.



Customer Service Inspection and Cross-Connection Control  
TCEQ 20699 (Rev 11-12-15)

Texas Commission on Environmental Quality  
Customer Service Inspection Certificate

Name of PWS

PWS ID #

Location of Service

Reason for Inspection:  New construction  Existing service where contaminant hazards are suspected  Major renovation or expansion of distribution facilities

I, \_\_\_\_\_, upon inspection of the private water distribution facilities connected to the aforementioned public water supply do hereby certify that, to the best of my knowledge

Compliance	Non-Compliance	
<input type="checkbox"/>	<input type="checkbox"/>	(1) No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or an appropriate backflow prevention assembly in accordance with Commission regulations
<input type="checkbox"/>	<input type="checkbox"/>	(2) No cross-connection between the public drinking water supply and a private water system exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure principle backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a certified backflow prevention assembly tester
<input type="checkbox"/>	<input type="checkbox"/>	(3) No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply
<input type="checkbox"/>	<input type="checkbox"/>	(4) No pipe or pipe fitting which contains more than 8.0% lead exists in private water distribution facilities installed on or after July 1, 1988 and prior to January 4, 2014
<input type="checkbox"/>	<input type="checkbox"/>	(5) Plumbing installed after January 4, 2014 bears the expected labeling indicating ≤0.25% lead content. If not properly labeled, please provide written comment
<input type="checkbox"/>	<input type="checkbox"/>	(6) No solder or flux which contains more than 0.2% lead exists in private water distribution facilities installed on or after July 1, 1988

I further certify that the following materials were used in the installation of the private water distribution facilities:

Service lines:  Lead  Copper  PVC  Other

Solder:  Lead  Lead Free  Solvent Weld  Other

I recognize that this document shall become a permanent record of the aforementioned Public Water System and that I am legally responsible for the validity of the information I have provided

Remarks:

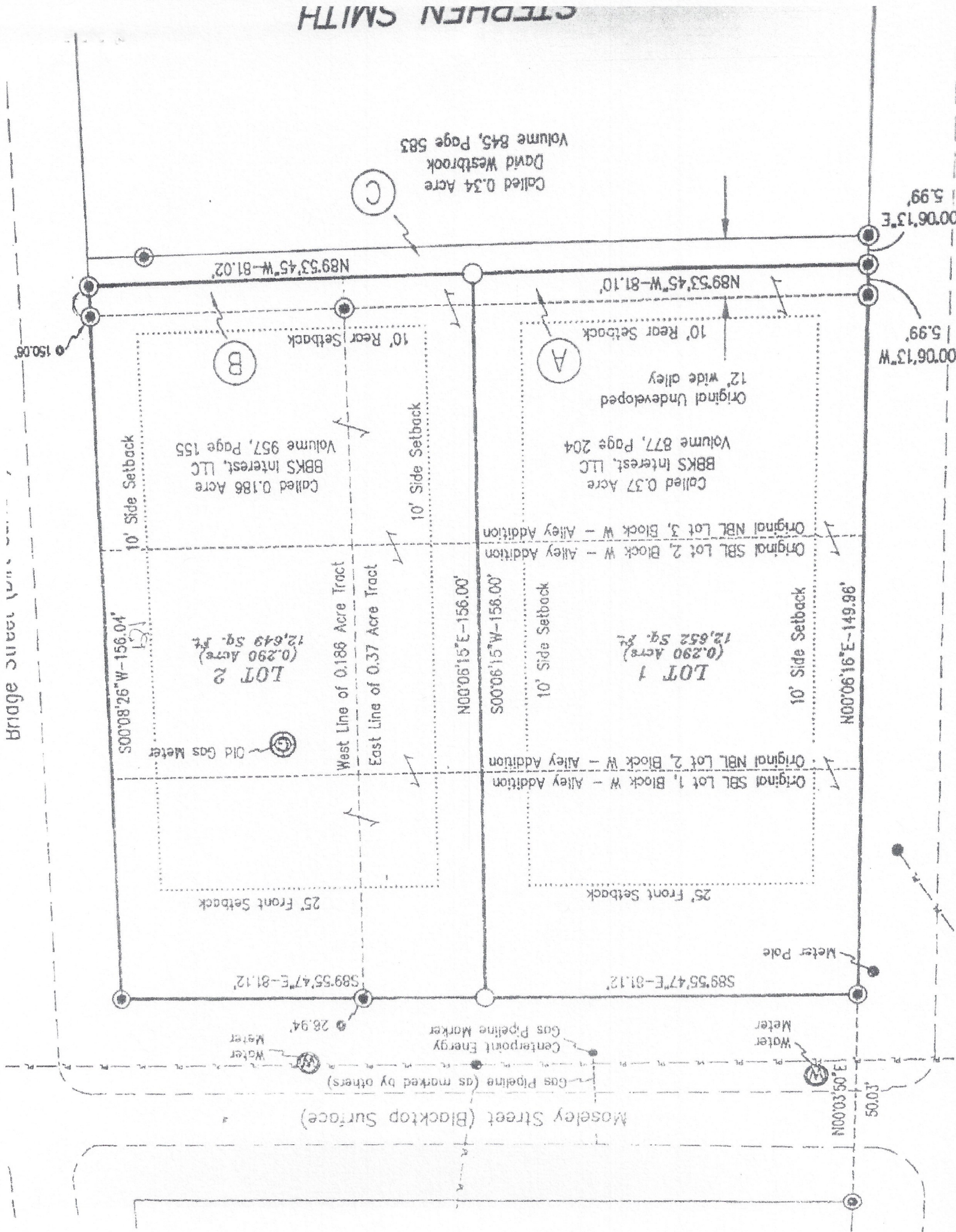
Signature of Inspector: \_\_\_\_\_

Title:

Date:

Registration Number:

Type of Registration:



Called 0.34 Acre  
David Westbrook  
Volume 845, Page 583

Called 0.186 Acre  
BBKS Interest, LLC  
Volume 957, Page 155

Called 0.37 Acre  
BBKS Interest, LLC  
Volume 877, Page 204

LOT 2  
0.290 Acres  
12,649 Sq. Ft.

LOT 1  
0.290 Acres  
12,652 Sq. Ft.

Moseley Street (Blacktop Surface)

Bridge Street (Blacktop Surface)

**RESOLUTION OF THE CITY OF JEFFERSON TEXAS BOARD OF DIRECTORS FOR THE  
ADOPTION OF THE CITY OF JEFFERSON TEXAS CAFETERIA PLAN**

On this date, the City of Jefferson Texas Board of Directors did meet to discuss the implementation of City of Jefferson Texas Flexible Benefits Plan to be effective, 10/15/2020. Let it be known that the following resolutions were duly adopted by the City of Jefferson Texas Board of Directors and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the form of Cafeteria Plan, as authorized under Section 125 of the Internal Revenue Code of 1986, presented to this meeting is hereby adopted and approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Plan Administrator one or more copies of the Plan.

RESOLVED, that the Plan Year shall be for a period beginning on 10/15/2020 and ending 10/14/2021.

RESOLVED, that the Employer shall contribute to the Plan amounts sufficient to meet its obligation under the Cafeteria Plan, in accordance with the terms of the Plan Document and shall notify the Plan Administrator to which periods said contributions shall be applied.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify employees of the adoption of the Cafeteria Plan by delivering to each Employee a copy of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned certifies that attached hereto as Exhibits A and B respectively are true copies of the Plan Document, and Summary Plan Description for City of Jefferson Texas's Flexible Benefits Plan approved and adopted in the foregoing resolutions.

The undersigned further certifies and attests that the above resolutions were made with the consent of the full Board of Directors, each of whom were in attendance on this date:

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

**GRANT CONTRACT**  
**THE CITY OF JEFFERSON, TEXAS**  
**AND**  
**THE MARION COUNTY COMMUNITY CENTER, INC.**

Know all persons by these present, that this agreement, dated this 1st, day of October 2020 by and between The City of Jefferson, Texas (the City), and the Marion County Community Center, Inc. (The Center), witness:

**I. DUTIES OF THE CENTER**

For and in consideration of the agreement contained herein, The Center agrees to perform the following:

- A. Provide free recreational services for the citizens of Jefferson, Texas, for an average of twenty (20) hours per week during public school sessions.
- B. Provide free recreational services for citizens of Jefferson, Texas, for an average of twenty (20) hours per week during summer vacation.
- C. The Center shall not book or host private parties at its facilities in which there will be a level of noise which is in violation of the City noise ordinance.
- D. Submit documentation as required by the City to verify the expenditures made.
- E. Provide the City with articles of incorporation, by laws, a certificate of good standing from the Comptroller and a certificate of corporate resolution.
- F. Provide the Center's federal tax identification number name and address of the Center's depository bank.

**II. PAYMENTS TO THE CENTER**

The City shall provide payment of invoices of eligible expenses to benefit the Center which total no more than \$15,000.00 per year during the term

hereof. Eligible expenses shall include utility costs, minor building improvements, maintenance costs and insurance cost. Salary costs shall not be considered eligible expenses.

### III. OTHER BENEFITS

The City shall mow the grounds up to ten (10) times each year.

### IV. TERM CONTRACT

This contract shall begin retroactively on October 1, 2020 and shall terminate on September 30, 2021.

### V. TERMINATION OF THE CONTRACT BY THE CITY

A. The contract may be terminated by the City on whole, or in part, whenever such termination is in the best interest of the City. Termination will be effected by delivery of a notice of termination to the center specifying to what extent performance of work under the contract has been terminated and the effective date of termination.

B. After the receipt of a notice of termination the Center shall:

- i. Stop all work in progress under this contract on the date and on the extent specified in the notice of termination;
- ii. Place no further order to other contractors or vendors except as maybe necessary for completion of the work not terminated;
- iii. Terminate all orders and other contracts to the extend that they relate to the performance of work terminated by the notice of termination.

C. The Center shall submit to the City all claims for funds expended within (60) days of the effective date of termination, unless an extension in writing is allowed by The City. The Center and The City may agree upon the whole or any part of the amounts to be paid to The Center, which amounts may include reasonable allowance for profit on the work performed if The Center is not a government

agency. Provide however, that all sums paid to the Center shall not exceed the total contract amount

- D. In the event of the failure of the Center and the City to agree as provided above, the City shall pay to the Center the amounts as determined as follows, being the total of the cost of settling and paying claims arising out of the termination of work.
- E. The decision of the City shall be final and conclusive unless within thirty (30) days from the date of receipt of a written copy of the decision, the Center mails or otherwise furnished to the City a written appeal. If upon review, the appeal is denied by the City Council, the decision shall be final.

VI. DEDULT BY THE CENTER

- A. The City may, subject to the provision of Section III of this contract, by written notice to the Center, terminate the whole or any part of this contract in any one of the following circumstances:
  - i. If the Center fails to perform as required by this contract within the time specified herein or in any extension thereof; or
  - ii. If the Center fails to perform any of the provisions of this contract, or fails to proceed in a timely manner with the required work, and does not cure such failure within a period of ten (10) days (or such extension as authorized by the City in writing) after receiving notice of default.
  - iii. Notwithstanding anything in this contract to the contrary, all obligations to the City are subject to the availability of sufficient funds for such obligations.
- B. Upon termination of the contract by the City, the City may contract with other organizations for works similar to the work so terminated, and the Center shall be liable to the City for any additional costs for such similar work caused by such default. It is provided, however, that the Center shall continue the performance of the portion of the contract not terminated under this clause.

- C. Except with respect to the defaults of other contractors, the Center shall not be liable for any additional costs if the failure to perform the contract arises from events beyond the control of the contractor and without the fault or negligence of the contractor. If failure to perform is caused by the default of another contractor, and arising out of causes beyond the control of both the Center and another contractor, and without the fault or negligence of either of them, the Center shall not be liable for any additional costs for failure to perform under the circumstances.
- D. The parties agree that this contract shall be governed by and subject to the laws of the State of Texas and the venue for all actions arising out of this contract shall be in Marion County, Texas.
- E. This contract shall be binding upon the legal representatives, successors, and assigns of the parties hereto.

**VII. LIMITATION OF LIABILITY**

The Center agrees to indemnify and hold the City harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands arising for the conduct or management by the Center, or from any breach on the part of the Center of any conditions of this contract, or from any act of negligence of the Center, its officers, agents subcontractors, employees and legal representatives. In the case of any action or proceeding brought against the City by reason of any such claim, the Center, upon notice from the City, agrees to defend the action or proceeding by Counsel acceptable to the City and the Center shall be liable for all the legal expenses to the City.

**APPROVED BY:**

**THE CITY OF JEFFERSON**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Date**

**CONTRACTOR**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Date**



# TSG Premium Finance, LLC

18545 Sigma Road  
San Antonio, TX 78258  
Tel. 210-764-1233

Quote# 1130049A.

<b>A</b>	CASH PRICE (TOTAL PREMIUMS)	\$1,180.20	AGENT (Name & Place of business)	INSURED (Name & residence or business address)
<b>B</b>	CASH DOWN PAYMENT	\$426.30	SHIELDS INSURANCE AGENCY PO BOX 8375 Marshall, TX 75671	MARION COUNTY COMMUNITY CENTER PO BOX 1065 Jefferson, TX 75657
<b>C</b>	PRINCIPAL BALANCE (A MINUS B)	\$753.90	phone# 903-938-8084	phone# 0000000000

### LOAN DISCLOSURE

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>AMOUNT FINANCED</b> The amount of credit provided to you on your behalf	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after you have made all payments as scheduled
21%	\$94.40	\$753.90	\$848.30

### YOUR PAYMENT SCHEDULE WILL BE

Number of Payments	Amount of Payments	When Payments Are Due
10	\$84.83	Monthly Beginning: 12/14/2020

ADMINISTRATIVE FEE: \$20.00

ITEMIZATION OF THE AMOUNT FINANCED:  
THE FULL AMOUNT FINANCED WAS PAID TO THE INSURANCE COMPANY(S).

Security: You are giving a security interest in the policy(ies) listed here.

Late Charge: If payment is late after 10 days, you will be charged \$0.05 for each \$1.00 of the payment.

Prepayment: If you pay your account off early, you will not have to pay a penalty and may be entitled to a refund of part of the finance charge.

Policy prefix and number	Eff. Date of Policy	Schedule of Policies Insurance Company and General Agent	Coverage	Policy terms	Tax	Fees	Premium
TBD	11/14/2020	ACCEPTANCE INDEMNITY INSURANCE CO. Texas Security General Insurance Agency, LLC 18545 SIGMA RD STE 101 San Antonio, TX 78258	Commercial Package	12	\$56.20	\$175.00	\$949.00
<b>TOTAL \$</b>							<b>\$1,180.20</b>

The undersigned insured directs or the undersigned agent or broker on behalf of the insured named herein requests TSG Finance (hereinafter, together with its successors and assigns, referred to as "TSG") to pay to the producer, agent or issuing company the balance of premiums on the policies described above. In consideration of the premium payments to be made by TSG, the insured promises to pay to the order of TSG at the branch office shown above, or as otherwise directed by TSG or its assignee, the amount stated as Total of Payments in accordance with the Payment Schedule, both as shown in Loan Disclosure, and subject to the provisions herein set forth. The named insured:

1. Assigns to and directs that payments be made to TSG as security for the total amount payable hereunder any and all unearned premiums and dividends which may become payable under the policies listed above, less payments which reduce the unearned premiums and loss payments to the extent the unearned premium is less than the amount unpaid, subject to any mortgages or loss payee interests.
2. Agrees in the event of a default in payment of an installment for more than 10 days to pay a default charge of \$0.05 for each one dollar of the delinquent installment. The acceptance by TSG on one or more late payments to TSG from the borrower shall not stop TSG or be a waiver of the right of TSG to exercise all its rights hereunder in the event of any subsequent late payment.
3. May prepay the full amount due and receive a refund credit computed in accordance with the rule of 78's. No refund of less than \$5.00 will be made.
4. Understands that the finance charge begins to accrue as of the earliest policy effective date.
5. Agrees that this agreement shall not be effective until accepted in writing by TSG at the branch office address shown above; that this agreement is entered into in and is to be governed in all respects by the laws of the State of Texas.
6. Hereby irrevocably appoints TSG attorney-in-fact of the insured with full power of substitution and full authority upon any default to cancel all policies above identified and receive all sums resulting therefrom and to execute and deliver on behalf of the insured all documents, forms and notices relating to the listed insurance policies in furtherance of this agreement.
7. Agrees to all the provisions set out on page 1 and hereof. And hereby acknowledges receipt of a copy of this agreement and the Loan Disclosure all completely filled out and executed.

To ensure we deliver your invoice to the accurate address, please provide the mailing information below:

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zipcode \_\_\_\_\_

\*\*\*Please PRINT clearly\*\*\*

X *Mail Irving* 10-14-2020  
INSURED SIGNATURE DATE

The undersigned hereby warrants and agrees to agent representations herein.

AGENT SIGNATURE DATE

STATE OF TEXAS  
COUNTY OF MARION

RESOLUTION 2020-11-1  
CITY OF JEFFERSON

RESOLUTION SUBMITTING NOMINEE(S) AS CANDIDATE(S) FOR THE  
ELECTION OF THE MARION CENTRAL APPRAISAL DISTRICT BOARD  
OF DIRECTORS.

**WHEREAS**, the **City of Jefferson**, Marion County, Texas, has been certified  
by the Chief Appraiser of the Marion Central Appraisal District (MCAD) as  
being eligible and entitled to nominate candidates to be placed on the city-wide  
ballot for the Board of Directors of MCAD; and

**WHEREAS**, THE City Council Members have considered such candidates;

**THEREFORE BE IT RESOLVED**, that the City Council of Marion County, Texas,  
do hereby nominate to the Marion Central Appraisal District, Board of Directors  
the following candidate(s).

\_\_\_\_\_  
\_\_\_\_\_

**PASSED AND APPROVED** on \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor Pro Tem

ATTEST

\_\_\_\_\_  
City Secretary

## Doris Hines

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**From:** Victor Perot <victor@brownriggins.com>  
**Sent:** Tuesday, October 6, 2020 9:00 AM  
**To:** Doris Hines  
**Subject:** FW: JEFFERSON TEXAS ADDING LOCALGOV  
**Attachments:** JEFFERSON TEXAS\_SOW 2\_Software & Administration Services\_09-29-2020\_FINAL.pdf

Need to add this to the agenda.

Vic

**From:** Ted Kamel <tkamel@azavar.com>  
**Sent:** Wednesday, September 30, 2020 9:50 AM  
**To:** Victor Perot <victor@brownriggins.com>  
**Subject:** Fw: JEFFERSON TEXAS ADDING LOCALGOV

Victor:

Please see attached to add lodging tax administration to your current Agreement.

As promised, I reduced the standard cost down to just \$6 per filing which will cut your City's current program in half. We will schedule a time with the proper staff to on board and transfer without interruption of taxpayer service. We have done this transfer with Tyler and 8 other Texas cities this year already.

I have also added one free year of sales tax reports which will give you detailed analytics each month.

We will schedule a time to go over how to access these reports and use them effectively.

If you have any questions, please let me know.

Thank you,

**Ted Kamel, Senior Vice President**  
**Azavar Government Solutions**  
[AZAVARGOVERNMENT.COM](http://AZAVARGOVERNMENT.COM)

## EXHIBIT A – STATEMENT OF WORK 2

This Statement of Work ("Statement of Work") is made and entered into on this 29<sup>th</sup> Day of September, 2020 by and between Azavar Audit Solutions, Inc.'s duly authorized affiliate to which both parties agree shall perform Services under the Agreement, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Jefferson, Texas, a Texas municipal corporation having its principal place of business at 102 North Polk Street, Dayton, Texas 75657 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on September 13, 2019.

1. **REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- i. **Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and all revenue data and shall present any recommendations ("Findings") to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of the Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- ii. **Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services**
  1. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
  2. Cyber liability insurance coverage and NACHA and PCI compliance;
  3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
  4. One (1) business day response time to support inquiries;
  5. One (1) onsite training on application for Customer staff (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
  6. One (1) onsite demonstration and training for Customer End Users and taxpayers (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
  7. Report generation configured to the Customer's requirements in collaboration between the Customer and Azavar;
  8. Production of marketing material to communicate the Services and software to Customer End Users;
  9. Concierge Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User;
  10. Delinquency reporting and regular follow up with delinquent taxpayers by Azavar Customer Service; and,
  11. Setup of an on-site kiosk (optional) within Customer facilities.
  12. Dynamic Sales Tax Reporting.

2. **IMPLEMENTATION AND USE OF AZAVAR SOFTWARE**

- 2.1 Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expenses, proceeds, monies owed, or fees, (collectively "Taxes") and revenue monitoring, management, and reporting software ("Azavar Software" or "Software"). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work:
  - (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer's existing database and/or enterprise resource planning ("ERP") systems, wherein the Azavar Software is accessible on Customer's official website to users of Customer's website ("End Users") in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$150.00/hour for the 2020 Calendar Year) at Azavar's then current rate schedule; and,
- 2.2 Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments processing fees or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. Azavar shall assess on all transactions, and Customer shall absorb, a service fee of 1.95% for all transactions.

3. **END USER LICENSE AGREEMENT**

- 3.1 **Software License.** Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections. The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from

the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

3.2 **Sublicense:** The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for the purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a user name and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing, payment, and collection of Taxes and revenue due to Customer.

3.3 **Customer Data:** Azavar acknowledges that the data provided by the Customer ("Customer Data") during the use and implementation of the Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports ("Azavar Data") from the Customer Data with Azavar's various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns any rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.

3.4 **Duration, Fee, and Term:**

3.4.1 **Duration:** The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Terms to use, install, implement and deploy the Azavar Software at the license fee set forth below.

3.4.2 **Fee:** Customer shall pay a one-time onboarding service fee of no dollars (\$0.00) upon execution of this Statement of Work. Customer shall pay Azavar a discounted service/license fee of \$6.00 per filing for the distinct and unique locally authorized and/or administered Tax forms listed below and implemented within Azavar Software for the Customer's benefit upon execution of this Statement of Work, whether or not such Tax form(s) has yet been deployed to a live production environment. Billing of the service/license fee shall start upon deployment of Azavar Software to a live production environment. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each, but not limited to, Customer Tax and Fee upon execution of this Statement of Work. Azavar Sales Tax Reporting Insights & Analytics shall also be provided for an additional service fee of \$150 per month (invoiced annually). Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules.

3.4.3 **Discount:** Should Customer execute this Statement of Work 2 by October 15, 2020, Azavar shall provide the first year (through September 30, 2021) of Azavar Sales Tax Reporting Insights & Analytics referenced above at no charge to Customer.

4 **LICENSE, PERMITS, AND/OR APPROVALS**

4.1 Azavar and Customer will work together to obtain such licenses, permits, and/or approvals ("Approvals") as necessary and required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

5 **INDEMNITY**

5.1 **For Azavar:** Azavar shall indemnify and hold harmless Customer and its officers, officials, and employees from any liability for damage or claims for personal injury, as well as from claims of breach of confidentiality, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Azavar, its officers, agents and employees under this Statement of Work.

5.2 **For Customer:** Customer shall indemnify and hold harmless Azavar, its officers, agents, and employees from any liability for damage or claims for personal injury, as well as from claims of breach of confidentiality or property damage which may arise from Customer's negligent acts, errors or omissions under this Statement of Work.

6 **INTELLECTUAL PROPERTY**

6.1 **Ownership:** Azavar owns all rights in and to the Azavar Software as well as all modifications and amendments necessary for implementation of the Azavar Software. In the event that it should be determined that any Azavar Software or related documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

6.2 **Proprietary Information:** As used herein, the term "Proprietary Information" means any information which relates to Azavar's Software, audit processes or related services, techniques, or general business processes. Customer shall hold in confidence and shall not disclose to any other party any Proprietary Information in connection with this Statement of Work, or otherwise learned or obtained by the Customer through implementation of the Azavar Software.

7 **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

AZAVAR TECHNOLOGIES CORPORATION

CUSTOMER CITY OF JEFFERSON, TEXAS

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## EXHIBIT A – STATEMENT OF WORK 2

This Statement of Work ("Statement of Work") is made and entered into on this 29<sup>th</sup> Day of September, 2020 by and between Azavar Audit Solutions, Inc.'s duly authorized affiliate to which both parties agree shall perform Services under the Agreement, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Jefferson, Texas, a Texas municipal corporation having its principal place of business at 102 North Polk Street, Dayton, Texas 75657 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on September 13, 2019.

1. **REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- i. **Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and all revenue data and shall present any recommendations ("Findings") to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 3 of the Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- ii. **Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services**
  1. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
  2. Cyber liability insurance coverage and NACHA and PCI compliance;
  3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
  4. ~~One (1) hour training on application for Customer staff~~ (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
  6. One (1) onsite demonstration and training for Customer End Users and taxpayers (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
  7. Report generation configured to the Customer's requirements in collaboration between the Customer and Azavar;
  8. Production of marketing material to communicate the Services and software to Customer End Users;
  9. Concierge Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User;
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  11. Setup of an on-site kiosk (optional) within Customer facilities.
  12. Dynamic Sales Tax Reporting.

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- (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer's existing database and/or enterprise resource planning ("ERP") systems, wherein the Azavar Software is accessible on Customer's official website to users of Customer's website ("End Users") in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$150.00/hour for the 2020 Calendar Year) at Azavar's then current rate schedule; and,

2.2 Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments processing fees or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. Azavar shall assess on all transactions, and Customer shall absorb, a service fee of 1.95% for all transactions.

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the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

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IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

AZAVAR TECHNOLOGIES CORPORATION

CUSTOMER CITY OF JEFFERSON, TEXAS

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

I am Willie R. Thomas, (270) 319-1700. Requesting  
your permission to reside in our motor home on 302 W. Ch.  
St. near Jefferson, Texas. Until my home is built  
in the near future



**IN THE CITY COUNCIL**  
**OF**  
**CITY OF JEFFERSON, TEXAS**

**FLAT RATE/FIXED FEE CONTRACT FOR PROFESSIONAL SERVICES**

WHEREAS, under the provisions of the Texas Constitution and federal law, the governing body of a political entity with legislative authority and members elected from single member districts is responsible for the division of the political entity into precincts, districts or wards, and to conduct periodic reapportionment of such single member districts to accomplish fair representation and one-person-one-vote balance; and

WHEREAS, the apportionment of the population of the political entity must comply with state and federal statutory requirements regarding election administration and compliance with the Voting Rights Act; and

WHEREAS, professional assistance will assure that the obligations imposed by state or federal law are satisfied, and that the process is conducted in an orderly, efficient manner; and

WHEREAS, the firm of Allison, Bass & Magee, L.L.P. is prepared to provide all necessary professional services to assist the City in this effort;

City of Jefferson hereinafter the City, acting by and through its City Council and Allison, Bass & Magee, L.L.P, HEREBY AGREE to the following terms and conditions:

Section 1: STANDARD SERVICES

- A. Allison, Bass & Magee, L.L.P. will provide all necessary services to successfully complete all redistricting projects assigned by the lawful authority of the City. These services include, but are not limited to, the following:
1. Conduct preliminary planning and assembly of information useful and necessary for the reapportionment of the City election subdivisions of the jurisdiction related thereto.
  2. Obtain preliminary population data from the U. S. Census Bureau for the 2020 federal census, and process that data in conformity with the existing City political boundaries data obtained from the Census Bureau, the Texas Secretary of State and confirmed by the City.
  3. Prepare the necessary population and demographic analysis to evaluate existing political subdivisions of the City to ensure that the same meet all legal requirements under State and Federal law, and to provide a written report to the contracting governmental entity of all findings.

4. In the event existing political boundaries remain in compliance with state and federal law without the necessity of reapportionment following the 2020 census, the City and Allison, Bass & Magee, L.L.P. will conclude this agreement as provided in Section 2A below.
5. Should redistricting be legally required, Allison, Bass & Magee, L.L.P. will, working in conjunction with the City governing body, or any designated citizens committee, prepare no less than THREE (3) ALTERNATIVE REAPPORTIONMENT PLANS, draft maps, proposals and notices to satisfy all statutory and constitutional requirements, and will be compensated as provided in Section 2B below.
6. Consult with the City governing body, or its designated citizens advisory committee, as needed by mail, telephone, email or facsimile, and will have a representative personally attend no fewer than THREE PHYSICAL APPEARANCES within the jurisdiction being reapportioned. These appearances will include a preliminary workshop with the City Council and/or the Citizens Committee, and not less than two (2) additional meetings with the designated authority to formulate and discuss each alternative plan devised by the City Council or Citizens Committee. One or either of these two additional meetings may include public hearings intended to present alternative plans to the general public.
7. Publicize, attend and participate in at least one (1) PUBLIC HEARING on proposed redistricting plans. The Public Hearing may be conducted on the same date as one of the two additional meetings referenced in paragraph 6.
8. After approval by the City Council of a reapportionment plan, prepare and file all necessary maps and other documentation to document for any future reference the details of the reapportionment plan, and to submit electronic (digital) files to the Texas Secretary of State for compliance with all state and federal law.
9. In the event of litigation challenging any plan adopted by the City, Allison, Bass & Magee, L.L.P. will agree to provide such additional legal services and/or support as the parties may contract under separate agreement.

- B. The contracting governmental entity agrees to provide access to all necessary records and personnel for this project and to fully cooperate with the Attorneys in this project.

## Section 2: COMPENSATION

The City, contracting by and through its City Council agrees to compensate Allison, Bass & Magee, L.L.P. for its services as follows:

### A. Initial Assessment:

Fee for preparing an Initial Assessment of existing political boundaries, including the costs of obtaining suitable 2020 Census Data, is \$5,735.00. The Initial Assessment fee is due upon execution of the contract.

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity do not require redistricting under state and federal law, and that no legal basis exists for further reapportionment services, there will be no additional costs due beyond the Initial Assessment fee.

B. Further Reapportionment Proceedings Required

Should the Initial Assessment indicate that the existing political boundaries for the contracting governmental entity require reapportionment under state and federal law and services are provided for the reapportionment process, the 2nd Installment of \$5,735.00 will be due on October 31, 2021.

C. Total Fixed Fee- NOTE: *The Fixed fee does not include the cost of publication or mailing of any notice that may be required by state or federal law. The contracting local governmental entity will bear the cost of such publication or mailing.*

The total fixed fee for services is \$11,470.00

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_  
Title: City Manager or Mayor

Allison, Bass & Magee, L.L.P.

BY:  \_\_\_\_\_  
Partner: Robert T. Bass

ALLISON, BASS & MAGEE, L.L.P.

*Attorneys at Law*

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402 WEST 12<sup>TH</sup> STREET  
AUSTIN, TEXAS 78701  
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JAMES P. ALLISON  
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ROBERT T. BASS  
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J. ERIC MAGEE  
[e.magee@allison-bass.com](mailto:e.magee@allison-bass.com)

September 15, 2020

**VIA REGULAR MAIL**

City Manager/Mayor  
City of Jefferson  
102 N Polk St  
Jefferson, TX 75657-2214

Re: Redistricting

Dear City Manager/Mayor:

As you may be aware, the Commissioners Court of your county has retained our firm to assist with the 2020 census and any subsequent redistricting of county political boundaries, which will include the Commissioners Court, Justice of the Peace and underlying election precincts. **If your city utilizes single member districts for the election of city representatives to your governing body, your city is also obligated by law to review your political boundaries following each decennial census.** If you do not utilize any single member wards or districts for your governing body, you are not subject to this requirement. Because county-based election precincts are often used, at least in part, for city wards, there are logical and financial incentives to have the same firm assist the county and the city with their obligations under the law.

If you do not have personal experience with the process of redistricting, the following information is to provide you with information that we hope is helpful as you consider the duties of your city regarding reapportionment or redistricting of existing ward lines for your governing body.

**Redistricting-What Is It and Why We Do It**

The term "redistricting" or alternatively "reapportionment" means the procedure that is required by the U. S. Constitution of all governmental entities with legislative authority that elect their governing body membership from individual districts (single-member districts) to periodically reassess their boundaries, and the population within those boundaries, to accomplish two things:

1. Retain reasonable numerical balance in terms of all population (men, women and children, rather than registered voters) within each district or ward relative the other districts or ward, within a tolerance of (+) or (-) 10% from an ideal size for local governments. If a city for example, has 10,000 individuals counted as residents in the upcoming 2020 census, and four members of the city council are elected from wards,

each such ward should have approximately 2,500 persons living in each ward. (10,000 divided by four=2,500).

In a typical city, however, the actual population of 10,000 persons will **not** be evenly distributed in the 2020 census count. Assume that City Ward 1 has a population of 2,275 persons or 225 persons below the ideal size, Ward 2 has a population of 2,500, exactly meeting the ideal, Ward 3 has a population of 3,125 or 625 above the ideal size, and Ward 4 has 2,100, or 400 below the ideal.

The "range" of deviation from the ideal of 2,500 is determined by calculating the percentage of "deviation" from the ideal. Using the numbers above, Ward 4 is the most underpopulated by 400 persons, which is 16% below the ideal. The largest population above the ideal is in Ward 3, with 625, or 25% above the ideal. If you add -16% and +25% together, disregarding the plus or minus sign from the ideal, you have a total deviation of 41%. The maximum permitted by law for local entities is 10%. The boundaries of the city in this example must be altered to "balance" the population between the four wards so that the difference between the largest ward and the smallest ward does not exceed 10%. This is done by reducing the population within the physical boundaries of those wards above the ideal and enlarging the population within the boundaries of those wards under the ideal size. The process of enlarging or reducing the physical boundaries of a political entity to achieve population and demographic balance is called "reapportionment", since the population is being reallocated, or reapportioned among the four city wards.

2. In rebalancing that population, additional care must be given under the Voting Rights Act of 1965 where minority residents within the jurisdiction compose a sizeable portion of the overall population. The boundaries drawn to accomplish numerical balance cannot either fragment, dilute or unfairly compact that minority population to restrict the minority's ability to have an impact on the outcome of an election within the ward where the minority population is located. Minority populations cannot be
  - a. "Cracked", or "fragmented" meaning that large concentrations of minority voters cannot be divided into several city wards, rather than left intact in a single ward.
  - b. "Packed", meaning where minority populations are sufficient in numbers to compose large percentages in more than one ward are packed into a single ward, or
  - c. "Stacked", meaning where different minority groups are stacked together to make an apparent voting majority, but where historic trends of low registration and turnout make that apparent majority less significant if grouped with a single, high registration and turnout minority.

Following the Supreme Court decision in *Avery v. Midland County*, 390 U.S. 474; 88 S. Ct. 1114, 20 L. Ed. 2d 45 (1968), Texas Commissioners Courts have been required to make a periodic assessment of their political boundaries to determine whether the boundaries retain sufficient "one-person-one-vote" balance. This requirement is now carried forward in Article 42.001 of the Texas

Election Code and has been extended to virtually all political bodies that elect representatives from special member districts, or geographic regions of the political jurisdiction in which the candidates for representative office must reside.

Therefore, following each federal census, each Texas county, city, school district or other political entity electing representative officers from geographic regions of the sub-division should conduct an assessment of existing political boundaries. It should be carefully noted that simple comparisons between the city population of 2000 and 2010, or even a more sophisticated analysis of new population centers might not reflect the true extent of population "change" each city has experienced over the last ten years.

Population "change" from a prior census total population to a more current census total population may not directly correlate to "different" or "new" population. For example, existing populations within a city will move considerably within the city since the last census, particularly in a city experiencing significant population growth or decline. Annexation of a new subdivision may also cause movement within a city by a static population and require redrawing of political boundaries.

As a very general rule of thumb, any statistical change of population between the 2010 and 2020 census more than 3%, plus or minus, will indicate a likely need for redistricting in order to retain numerical balance between the governing body's representative districts. Only in rare circumstances will a city experiencing a population change in excess of 3% be able to avoid the need for rather extensive reapportionment of the city ward lines.

However, any assumption that a population change of less than 3% will not require reapportionment is also ill advised. Populations will shift over time. Every county, city, school district or other political entity electing representative officers from geographic regions of the subdivision, even those with a rather insignificant overall population change, should carefully examine actual population demographics relative to their existing political lines to determine the need for reapportionment after each census.

That assessment must be done with the actual census block data. This census data, known as Public Law 94-171 files of the United States Census Bureau, allocates population to census blocks. Generally stated, these census blocks are defined by natural or man-made boundaries. Where these boundary lines close in an area, the population within that area is counted and broken into several demographic groups. Demographic data is then subject to being depicted in chart and graphic form for both total population as well as voting age population, and the racial profile of that population. By grouping census blocks together, voting precincts, and in turn all other elective precincts, including Commissioners Court, Justice of the Peace, or in cases of cities and school districts, wards and districts for the City Council and School Board can be built. In turn, using the county election precincts as a basis, the larger State Representative, Senate, and Congressional districts can be assembled.

Using the guiding principle of "One-Person-One-Vote" balance between the existing city wards, and the directives of the Voting Rights Act as a guide, each city will construct new political boundaries. These boundaries are based upon the entire city population, but the availability and analysis of voting age populations is also important.

Additional statutory requirements must also be kept in mind as election precincts are drafted. State law limits the size of election precincts to not less than 100 registered voters (counties under 100,000 in population may have as few as 50 registered voters, and upon petition by 25 registered voters, counties under 50,000 in population may have fewer than 50 registered voters in an election precinct), and not more than 5,000 registered voters per election precinct. (See §42.006, Texas Election Code, V.A.C.S.).

In cities inhabited by a significant minority population, the need to create one or more city wards that assure minority representation requires utilization of voting age information. While the actual political boundaries will be based upon total population, the viability of the resulting wards in terms of the ability to elect requires analysis of voting age population.

In prior years between 1972 and 2013, Texas political jurisdictions were required to submit any plan which affected election policies, practices, methods or procedures to the United States Department of Justice, Voting Rights Section, for review to determine whether or not that proposed change would have the effect of adversely affecting minority voting rights, and to obtain a finding that the proposed change would not have such an effect before the governmental entity could implement that change. This procedure, known as "pre-clearance" was required by Section 5 of the Voting Rights Act, 42 U.S.C. §1973c (now 52 U.S.C.A. §10304). In June of 2013, the United States Supreme Court held in *Shelby County, Alabama v. Holder*, 133 S.Ct. 2612, that the practice of "pre-clearance" was no longer operative. This decision held that the coverage formula which determined what jurisdictions were required to comply with the pre-clearance obligation was no longer necessarily valid and would require reconsideration and reauthorization by the Congress to determine if discriminatory practices were still being used to weaken minority voting rights. At this time, the Congress has not seen it necessary to reevaluate the need for pre-clearance procedures, so political jurisdictions are not required to submit any changes to the federal government before implementation. However, the state of voting rights law is in flux, and there are several pending cases that might result in further requirements, so we will need to be prepared for a potential re-imposition of this requirement.

In any case, Section 2 of the Voting Rights Act remains fully functional. This section allows an interested party who believes a governmental entity has engaged in discriminatory practices that have the intent, *or the effect* of weakening minority voting rights to sue the governmental entity to have a court examine the voting practice, policy or method to determine an alleged violation of the Voting Rights Act. Those plans, changes, policies, practices or methods that are found to be violative of the Voting Rights Act will subject the governmental unit to liability for all reasonable costs and attorney's fees necessary to redress the correction of the practice found to violate the Voting Rights Act, including Court Orders to revise, withdraw or otherwise cure the defect. Typically, if a violation of the law is found to exist, elections will be stayed pending a cure, so the expense of failing to comply with the law is prohibitive.

As a consequence, it is important that each city, as soon as practicable, identify and retain qualified expertise to assist the city governing body in the analysis necessary to evaluate the existing boundaries, and where necessary to revise the numerical balance, to redraw such lines in a manner that will avoid potential claims of a violation of the Voting Rights Act or the U. S. Constitution.

### STEPS IN REDISTRICTING

1. Identify current political boundaries, specifically city ward lines: We will need to acquire this data and submit it back to the city for confirmation in advance of the release of redistricting data.
2. Locate all incumbent residence locations: Because continuity of political leadership is a valid governmental concern, it is permissible to take into account the retention of incumbent office holders in all but the most extreme cases. Every effort should be made to preserve political continuity in revising boundaries, but incumbent relocation has been required in rare cases.
3. Prepare for 2020 Census data: We will obtain in advance of the release of census data the format that will be used for data layout from the Census Bureau and will prepare tables, charts and maps using mock data to field-test and conduct verification of our analytical tools so that when the actual data is available, we have a proven method to reapportion your jurisdiction quickly and efficiently. The initial installment of our quoted fee will cover all of these preliminary steps.
4. April 2020 - U.S. Census Bureau: Conducts population count.
5. January to February 2021 – U. S. Census Bureau releases data: The relevant data for redistricting is known as the census data 5<sup>th</sup> count, which must be imported into computer files used to analyze the data.
6. April - May 2021: Analysis of population using existing boundaries with 2021 data, and preparation of a comprehensive “initial analysis” of your political boundaries to determine if redistricting is required. If our initial analysis reveals that your boundaries remain legally viable, you will have no obligation to proceed further, or to pay any more than our first installment.
7. Where our initial analysis reveals a legal obligation to redistrict, we will assist in the conduct of reapportionment of your city wards, in approximately May through August, 2021.
8. Congressional and state Legislative redistricting may impact some city wards, requiring that some lines at the local level be redrawn following congressional and/or state legislative boundaries. All Political boundaries should be complete in time to allow for filing for public office in November, 2021.



## OUR QUALIFICATIONS

The lawyers who compose the firm of Allison, Bass & Magee, LLP have more than 130 combined years of experience with redistricting. Jim Allison was on the Senate Staff of Barbara Jordan when Texas first came under the requirements of the Voting Rights Act and assisted in the state of Texas redistricting efforts during 1971. He was also on the staff of the Attorney General in 1981 and assisted in the redistricting work of the Texas Redistricting Board. He has successfully prepared and defended county redistricting plans since 1991. Bob Bass successfully defended his home county of Hale in voting rights litigation in 1978. The firm has been involved in redistricting preparation and litigation each redistricting cycle since 1983 and has provided legal representation in redistricting related matters to more Texas counties than any other law firm in the State of Texas.

Over the years, we have provided turn-key services to literally hundreds of separate political subdivisions. We are sensitive not only to the legal requirements of the process, but to the political and practical aspects as well. We strongly urge coordination between all political subdivisions located within a single county to increase ease of administration of county/city/school and special district elections. Our services include advance planning for the process, all necessary legal work, conducting public hearings, interaction with local interested parties and submission of the end-product reapportionment plan to state and federal authorities, and responding to any request for additional information. We coordinate with the Secretary of State's office in providing your new political boundaries to state election administrators and can provide assistance to your local election administrator in the implementation of the resulting reapportionment plan.

Our goal is to provide a complete, integrated, fixed fee program for political subdivisions to address the reapportionment process. We have provided similar programs since 1990 with complete success. To date, we have never failed to obtain a successful outcome for our client's reapportionment plans. We are pleased to offer once again what we believe to be the best support and service for your redistricting needs at the lowest possible price for a full-service program.

Our firm is notable for its "fixed fee" pricing structure. With the exception of the 12 more densely populated counties, the firm offers a pricing structure based upon the population of each county. Acquiring, processing and analyzing the data for each county makes the inclusion of City and School District data easier, more coordinated, and more economical.

**FLAT RATE/FIXED FEE:** Our fixed fee program requires no additional charges or expenses beyond our standard service agreement, *with the exception of the publication cost of advertising public hearings and required notices*, which will be billed separately and outside of our fee. The Flat Rate/Fixed Fee cost for your city is set out below. This fee will include the actual cost of data acquisition, initial analysis and publication of a written assessment, consultation with City Council and staff, interaction with local interested parties, presentations at public hearings, travel and other related expenses that are required for each client. The Flat Rate/Fixed Fee is based upon the population of the jurisdiction, the complexity of the demographic population, the anticipated difficulty of the process, and the corresponding cost of servicing the account with travel costs, including travel time and expense, lodging, long distance telephone, and equipment needs. There is no formula that can predict all project costs.

However, the only additional costs not covered by our fixed fee program are the costs of publication of any and all required public notices for the project, including newspaper, internet, or tele-conferencing costs. Other firms may submit proposals with a lower initial cost, but you should make sure that the proposal offers comparative services through a full and comprehensive program. Some proposals provide for only one hearing and one reapportionment plan. These proposals require additional fees for alternative plans and additional public hearings.

1. The flat rate option is broken into two funding periods, as detailed below:
  - a. 1<sup>st</sup> Installment: This Initial Analysis fee is due upon execution of our redistricting retainer agreement, and it will allow us to obtain from the county, your city, and the Secretary of State Elections Division, necessary data, such as existing political boundary files in electronic GIS data format, to develop templates for the receipt of 2020 census data, and eventually to acquire demographic data for your political entity, and to prepare an extensive written analysis of your current political boundaries within the context of the Voting Rights Act and state election law. Should our analysis of the 2020 census data reveal that your existing political boundaries are legally sufficient without change, the Initial Analysis fee will conclude our services, and you will not be required to redistrict under applicable law.
  - b. 2<sup>nd</sup> Installment, due on or before October 31, 2021: The bulk of the work required to implement the redistricting project will be completed between February and September 1, 2021, but considerable advance work is required to build the necessary data analysis tools, and to work with you to identify your goals, aspirations and objectives in advance of the actual redistricting.

All of our plans will include the same basic services. Our services will include:

1. An initial “workshop” conducted on site in your city to explain the process to members of the city council and any staff or support personnel to be involved in the work. This work will be conducted following the receipt of a signed retainer agreement and payment of the 1<sup>st</sup> Installment. As we are able to determine the distribution of political subdivisions using our services, we will schedule these early meetings in an efficient manner. Preliminary steps will include the drafting of redistricting criteria by which the various redistricting or reapportionment plans will be scored or judged. This preliminary work may be performed, with our assistance, by the executive body of the political body, i.e. the City Council or by a Citizens Committee appointed by the City Council to assist the governing body. A Citizens Committee is sometimes utilized to avoid politization of the reapportionment process, and to relieve the elected body of the stress or pressure of the process.
2. Drafting of all required multi-language legal notices, documents and supporting charts and maps for all necessary hearings, procedures and implementation.

3. Once the census data is released in early 2021, we will conduct an "Initial Assessment" of your existing political boundaries to determine if these boundaries satisfy legal requirements imposed by either constitutional or statutory requirements. For example, the first determination is whether the 2020 population within existing boundaries remains within the so-called "one-person-one-vote" constitutional standard. This standard generally requires that each political boundary or ward represented on the local government's governing body be roughly equal in terms of population. Over time, populations will grow, decline, or shift unequally within the political boundaries of the local governmental entity.
4. If the Initial Assessment reveals a need for reapportionment, we will make that determination and advise you of the need to redraw your political boundaries. Federal law requires that any change of political boundaries to address population equality must also satisfy the Voting Rights Act, which requires that population demographics be considered in the drafting of political boundaries to avoid adverse impact upon minority populations. Finally, the structure of political boundaries must also comply with applicable state law, which does not permit overlapping election precincts pertaining to Commissioners Court precincts, justice of the peace precincts, city wards in some cities, and a variety of other state concerns regarding the administration of elections within each affected political subdivision. Once again, we will guide you through this complex process.
5. Drafting, either by working directly with the City Council, or with a Citizens Committee appointed by the City Council, as many as three (3) alternative plans that will satisfy federal and state law, at no additional costs. The three (3) fully developed plans, with complete maps, charts and analysis are included in the Allison, Bass & Magee program. Should your needs require additional alternative plans beyond the three (3) contractual plans provided for, we will quote you a "per plan" fee in advance upon request. This "per plan" fee will include all maps, charts and analysis, in a similar format to those provided under the original contract. Any requested additional plan beyond the minimum three (3), will be billed at our cost, including cost of legal time, support staff, and printing/reproduction costs.
6. Present the alternative plans in not less than one, but no more than two separate public hearings conducted in suitable locations within the political jurisdiction being reapportioned.
7. Following receipt of public comment, we will assist you in the consideration, selection and adoption of a final reapportionment plan, and subsequently prepare all necessary documentation necessary to comply with state and federal law, including legal notice of any

hearing in which adoption of a plan will be considered and the submission of the adopted plan to the Secretary of State. Even though the submission of a plan and all necessary documents and supporting information necessary for evaluation by the Department of Justice is no longer required, we strongly believe that the preparation of a comprehensive plan with supporting documentation is necessary to protect you and your tax-payers from possible litigation. Essentially the same level of preparation formerly followed for submission of the adopted plan to the United States Department of Justice for preclearance under the requirements of Section 5 the Voting Rights Act will be continued, but the need for actual submission and preclearance is no longer a requirement. The final product will be provided in a set of binders which should be filed of record in the Minutes of the City Council, and preserved for use in the event of any litigation regarding your adopted plan.

8. We will coordinate the final adopted plan with the Secretary of State's office to ensure compliance with state law requirements.
9. We will work with your election coordinator/administrator to implement the resulting voting plan for your jurisdiction and seek to coordinate your political boundaries with other political jurisdictions.

In our experience, most political entities prefer alternative proposals to address the variety of interests that are involved in the reapportionment process. Our program provides these options without additional unbudgeted costs. Reasonable reapportionment decisions require reasonable alternatives. Be aware that a lower priced program may unduly restrict the number of alternative plans you can consider.

Additionally, our proposal's payment schedule is divided into two payments spread over at least two budget years. This spreads the costs of redistricting over future budgets as the services are provided. These payments are:




- (1) The Initial Fee is due upon execution of a contract retaining our firm. We have the capacity of handling a significant number of governmental entities, but we will be careful not to exceed our capacity, *so first come will be first served and enrollment will be closed when our capacity is reached.*
- (2) A 2<sup>nd</sup> Installment that will be due October 31, 2021, at the completion of the reapportionment plan.
- (3) In the unusual circumstance of litigation, we will be available, under a separate contract, to provide legal counsel, expert testimony, or other support through all phases of litigation including appeal, if necessary, to the United States Supreme Court.

The cost of preparing and submitting a redistricting plan is dependent upon several factors, including the complexity of local demographics, communities of interest, and other

political considerations. To a great extent, the degree to which all interested parties are able to reach a consensus will depend upon the quality of the advance planning and coordination of the project. While much of the initial public contact can be performed locally, it is usually to your advantage if our firm participates in that process. With our experience and state-of-the-art computerized mapping system, we can provide immediate responses to citizen and interest group inquiries and proposals.

As attested from the success of our past projects, we have the experience and expertise to successfully assist you in this difficult and complex process. We appreciate your interest in our firm and we would be pleased to have the opportunity to assist in this project. Should you wish to retain our firm, for purposes of conducting the initial assessment, and defer a decision on retention for full services till a later date, we have provided a contract for professional services for that purpose. If you are interested in more information, please let us know.

Sincerely,

    
James V. Allison      Robert Z. Bass      J. Eric Magee

RTB/jm

Enclosures:

Contract for Professional Services – Fixed Rate

JHA BOARD OF COMMISSIONERS:

Tammy Cornett	term expires	October, 2021
Edroy Tarpley	term expires	October, 2020
Brenda Wilson	term expires	October, 2020
Mary Bird	term expires	October, 2021
Rachel Robertson	replace with Dr. Bradley,	term to expire October, 2022